IN THE HIGH COURT OF JUDICATURE OF BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.1727 OF 2006
WITH
NOTICE OF MOTION NO.2254 OF 2007

Koniyanda Nanjapta Thimmaiah & ors. ..Plaintiffs.

V/s.

Ramharakprasad Newoor Dhobi @
Ramasre B. Kanojia & Anr. ..Defendants.

Mr.Manoj Prajapati i/b. Ashoka Law Firm for plaintiffs.

Mr.N.K.Unnikrishnan Kartha for defendant No.1.

Mr.Mohit Gadkari i/b. Mohit Gadkari & Co. for defendant No.2.

CORAM: A.M.KHANWILKAR,J

DATE : JULY 16, 2007.

P.C. :

1. Counsel for the parties have tendered Consent Terms duly signed by the parties and their advocates dated 16th July, 2007. The parties who are signatories to the Consent Terms are personally present in the Court and reiterate the statements made in the Consent Terms and invite decree in terms of the Consent Terms. The Consent Terms are taken on record and marked "X" for identification.

2. As per the agreement, cheque drawn in favour

of the plaintiff No.7 in the sum of Rs.75 Lakhs(Rs.Seventy five lakhs only) is handed over to the advocate for the plaintiffs in the Court. The same has been accepted by the advocate for the plaintiffs.

3. Accordingly, the suit is decreed in terms of the Consent Terms. Refund as per the Rule.

4. In view of this order, nothing survives for consideration in the Notice of Motion. The same is disposed of accordingly.

(A.M.KHANWILKAR,J)